

Photomechanisms, Inc.

July 18, 1957

3) By your acceptance hereof, you undertake without delay to enter into negotiations with Kodak, looking to the execution of this "Letter of Intent", of a definitive contract which will include a schedule of items to be delivered, delivery dates, prices, and will include all applicable clauses then required by Federal Law, Executive Order, and applicable Procurement Regulations to be included in Fixed Price contracts for supplies or services of a kind herein described.

4) Except as otherwise expressly provided herein, you are directed, upon your acceptance of this order to proceed immediately to provide the necessary work and/or services as specified herein, and to pursue such work with all diligence to the end that the services may be completed on or before the dates to be specified in the definitive contract.

5) Funds: Pending execution of a definitive contract, Photomechanisms shall not be obligated to incur costs in excess of and Kodak shall not be obligated to reimburse Photomechanisms for costs in excess of twenty-five thousand dollars (\$25,000.00).

6) Remuneration: Photomechanisms will be reimbursed upon submission of invoices to Kodak subsequent to delivery to and acceptance by Kodak of the end items. Such invoices to be properly certified, for all proper expenditures hereunder, to the extent that the invoices shall not exceed in total the amount specified in paragraph 5.

7) Anticipatory Costs: All costs which have been incurred by Photomechanisms after December 4, 1956, in anticipation of receipt of this "Letter of Intent", shall be deemed as allowable items of costs under this "Letter of Intent" and will be accepted by Kodak as allowable items of costs under this "Letter of Intent".

8) Passage of Title and Security in Consideration of Payments: In consideration of the payments herein provided for, Photomechanisms agrees that title to all materials, parts, components, equipment and other property purchased or acquired by it, appropriated by it from its stores for the performance of this order or fabricated or assembled by it in the performance of this order shall pass to Eastman Kodak Company at the time when title passes from the supplier or upon appropriation to the performance of this order, whichever first occurs. Photomechanisms further agrees either to mark such property as being the property of Eastman Kodak Company or so to segregate it at its plant that it can be readily identified as the property of Eastman Kodak Company. These provisions shall apply equally to drawings, specifications, manuals and other written material called for by the terms of this order.